

ATTACHMENT A
CONDITIONS OF THIS COMMERCIAL USE AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$___ and underwritten by a United States company naming the United States of America, National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501, as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

ATTACHMENT A (continued)

8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

ATTACHMENT B
SPECIAL ALASKA REGION CONDITIONS
Commercial Use Authorization
(These conditions are applicable for all national park areas in ALASKA)

All stipulations and conditions are subject to change.

1. Proof of authorization approval must be with the Holder and their employees when operating in the park unit. A copy of the signature page is acceptable and must be presented to any park employee on demand. (Some parks require the Holder and employees to carry the full authorization while operating in the park; please check the individual park-specific provisions.)
 2. Holder shall ensure that each of their employees receive a copy of the authorization and understands the authorization contents, conditions and stipulations.
 3. The Holder will have none of the rights or privileges of P.L. 105-391 specified for concession contracts. The National Park Service does not grant the Holder a preferential or exclusive right to conduct business in any National Park Service administered areas.
 4. This authorization may not be transferred, extended or assigned under any circumstances. This stipulation supersedes item #7 of Attachment A (Conditions of this Authorization).
 5. This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The authorization is for the incidental use of park area resources by operations that provide commercial services originating and terminating outside of the park unit (or within an inholding).
 6. **REVOCATION** - The CUA may be revoked at any time at the discretion of the superintendent without compensation to the Holder or liability to the United States.
 7. **REPORTS** - Most must be postmarked by November 15th. Check below for exceptions. Each holder must complete both a Gross Receipt Report and “applicable” Activity Report(s) for all parks for which an authorization is issued. Reports listed below must be completed and mailed or faxed to National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501 with a postmarked date no later than November 15th (unless otherwise noted) . Reports may also be downloaded from the NPS website at www.nps.gov/akso/concessions/home.htm. Non-submission of any report may be grounds for suspension, or revocation of the authorization. (This includes other reports that may be required as specified in the Special Park Conditions.) If you received an authorization for a particular park(s) but did not operate, you are required to report “no activity conducted”.
- Gross Receipt Report (All Holders must complete this report)
 - Guiding Activity Summary Report (For parks other than Katmai, Lake Clark, Aniakchak, Alagnak Wild River, or Klondike Gold Rush)
 - Katmai Multi-Day Use Activity Summary Report
 - Katmai Day-Use Activity Summary Report
 - Brooks Camp Guiding Activity Summary Report
 - Lake Clark Day-Use Guiding Activity Summary Report
 - Lake Clark Multi-Day-Use Guiding Activity Summary Report
 - Air Taxi & Charter Boat Operators Activity Summary Report (for those providing air taxi or charter boat tours. This includes “Incidental” Transport of Hunters, their Equipment or Game.)

- Glacier Bay Sportfishing Survey

The Sport Fish Survey form is due at the end of each month during which sportfishing activities took place. Send the completed forms to: Glacier Bay National Park, Attention Concessions Office, P.O. Box 140, Gustavus, AK 99826 or by fax to: (907) 697-2654, or by email to david_nemeth@nps.gov.

- Klondike Gold Rush Activity Summary Report

Schedule for submitting Activity Summary Reports for Klondike Gold Rush:

(1) August 15 deadline for May - July Activity Report

(2) November 15 deadline for August – September Activity Report

The KLGO management fee is \$2.00 per person per user day.

Note: For those reporting “user days at any applicable park unit” please remember that any amount of time spent with clients per day or portion thereof, count as a user day – for example if you spent 30 minutes out of one day with clients, that would still be reported as 1 user day.

- Licensed Big Game Transporters Reporting

All Licensed Big Game Transporters (service code “HT”) must submit a copy of their State of Alaska's Big Game Transporter Activity Report (Form #08-4349) to National Park Service, Concessions Division, 240 West 5th Avenue #114, Anchorage, AK 99501 by February 1st of each year for the preceding calendar year. The Report can also be faxed to 907-644-3813 or 644-3801 but must be received by February 1st. Failure to submit a copy of the form to the NPS will result in suspension of the authorization.

Additional Info Required on Big Game Transporter Activity Report (Form #08-4349)

The transporter must provide GPS coordinates of drop off and pick up locations for all trips on the activity report (this includes minor drainages). The GPS coordinates can be provided directly on the State's activity report form OR in a separate addendum attached to the report.

- Incidental Big Game Transport Service Reporting (not licensed as Big Game Transporter)

All Incidental Big Game Transporters (service code “IT”) must submit their transport activity on the second page of the Activity Summary Report as required by the park unit in which they are operating.

- Gross Receipt Reporting

Gross Receipt Reports must be postmarked no later than November 15th. Reports should be mailed to National Park Service, Concessions Division, 240 West 5th Avenue #114, Anchorage, AK 99501 or faxed to 907-644-3813 or 644-3801. Faxed reports must be received by November 15th. Those operating in Klondike Gold Rush National Historical Park may submit your Gross Receipt Report directly to the park (KLGO) along with your August & September reporting schedule for the activity summary report.

8. **FEES:** Park area visitors who are transported into the park area by a holder of a CUA are to pay the same entrance and other fees as paid by other park area visitors unless otherwise stated in the CUA in accordance with applicable NPS policy and regulations. The Holder is required to pay the following applicable fees:

A) Management Fees:

- Wrangell-St. Elias National Park & Preserve:
\$100 per year due along with your application
- Glacier Bay National Park & Preserve:
\$100 per year of authorization, due along with your application
- Katmai National Park & Preserve: Brooks Camp Developed Area:

\$14.00 per person per day due with the Annual Activity Report on November 15th of each year.

- Excluding Brooks Camp Developed Area:

\$6.00 per person, per day due with the Annual Activity Report on November 15th of each year.

If the same client visits both Brooks Camp Developed Area and any other locations in Katmai National Parks & Preserve on the same day with the same Holder, only the Brooks Camp Developed Area fee will be collected.

- Klondike Gold Rush National Historical Park

(Note: Those operating in Klondike Gold Rush National Historical Park may submit your Gross Receipt Report directly to the park (KLGO) along with your August & September reporting schedule for the activity summary report)

\$2.00 per person per day (defined as \$2.00 times sum of the total number of guided clients in the park each day or portion thereof) - due with Activity Reports - paid in two *scheduled submissions per year as follows:

*August 15 deadline for May - July Activity Report, and

*November 15 deadline for August – September Activity Report

- Lake Clark National Park & Preserve, Aniakchak National Monument & Preserve and the Alagnak Wild River:

\$6.00 per person per day due with the Annual Activity Report on November 15th.

B) Late Fees:

(Applies to all park units EXCEPT those listed in Item B below.)

All fees must be paid within 30 calendar days of the specified due date. The NPS uses the U.S. Treasury

Current Value of Funds Rate (CVFR) system for collection of any unpaid or overdue balances owed to the Government. The current rate is set at 2% of the unpaid balance; however this rate is subject to revisions by the US Treasury. Any unpaid balance not paid within 30 days of the specified due date will accumulate an additional 2% interest on the principal amount owed, plus a \$5.00 administrative fee for each transaction (bill or letter) related to the unpaid debt. The Interest charged is simple interest at the rate in effect at the time the debt becomes overdue. The rate of interest remains fixed for the duration of the indebtedness.

Late Fee (Applies to Katmai, Aniakchak, Alagnak & Lake Clark Park units):

- A \$25 fee, per report, for each 30-day period or portion thereof, for reports postmarked after the November 15th due date.
- A \$50.00 fee for each 30-day period, or portion thereof, plus an administrative fee of \$5.00 for each transaction related to the unpaid balance of any past due fee.

C) Recreational Use Fees:

This fee is used to reduce identified non-recurring maintenance, infrastructure repair, and to assist resource management:

- Brooks Camp Developed Area in Katmai National Park & Preserve:

\$8.00 per person per night at Brooks Camp Developed Area Campground

(Reservations required: 1-800-365-2267 or <http://reservations.nps.gov>).

- Western Arctic National Parklands (WEAR)

(Notice of Fee Change, Effective January 1, 2007) Western Arctic National Parklands will begin charging a Management Fee for Commercial Use Authorizations beginning January 1, 2007. The management fee of \$100 per year includes commercial operations in all four park units that comprise Western Arctic National Parklands: Bering Land Bridge National Preserve, Cape Krusenstern National Monument, Kobuk Valley National Park and Noatak National Preserve. The fee is payable in one year

increments. If you are issued a two-year permit, you will be mailed a Bill of Collection in December of 2006 to collect your first management fee payment, which is due January 1, 2007.

9. INSURANCE

a) General Provisions:

The Holder must obtain and maintain during the entire term of the Commercial Use Authorization (CUA), the types and amounts of insurance coverage necessary to fulfill the obligations of the CUA. The National Park Service will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

b) Liability Insurance.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Authorization.

The name of the Insured on the certificate of insurance must match the business name of the Holder, including those names used under “doing business as”.

c) Insurance Minimums

The following applicable Liability Coverages and limits are to be maintained at a minimum. The Holder may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess “Umbrella” Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

Minimum Insurance Requirements

Activity	Type of Insurance	Minimum Amount
Backpacking, Hiking, Photography, Horse Rides, Horse Packing, Camping (Group), Dog Sled Tours, Winter Backcountry Use, Sportfishing without boat, Bicycle Tours, Bear Viewing, Wagon Rides	<u>Comprehensive General Liability</u> (Guides & Outfitters)	\$300,000/Occurrence
Mountaineering	<u>Comprehensive General Liability</u> (Guides & Outfitters)	<u>PARTY SIZE - Amount</u> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 or more: \$1,000,000/Occurrence
Motor Vehicles (Shuttle Service, Vehicle Tours)	<u>Auto Liability</u> Coverage is required for all owned, non-owned and hired vehicles.	<u>PARTY SIZE - Amount</u> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 to 20: \$750,000/Occurrence 21 to 50 \$1,500,000/occurrence 51 or more: Contact NPS
<u>Watercraft Over 26 Feet</u> Boating Trips, Charter Boat, Sportfishing with boat, Hunt Transporters (via boat)	<u>Protection & Indemnity</u> If your vessels is over 26 feet.	<u>Passengers Amount</u> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 to 20: \$1,000,000/Occurrence 21 to 50 \$1,500,000/occurrence 51 & Over: Contact NPS
<u>Watercraft Under 26 Feet</u> Boating Trips, Charter Boat, Sportfishing with boat, Kayak Tours, Hunt Transporters (via boat)	<u>Comprehensive General Liability</u> If your vessels is under 26 feet. (Insurance cert must include statement that “ <u>watercraft liability is included</u> ”).	\$300,000 Per Occurrence
Air Taxi, Big Game Transporters (via plane)	Aircraft Liability	\$150,000 per seat for bodily injury or death in a single occurrence; and \$100,000 for property damage in a single occurrence.
Employee Coverage	Worker’s Compensation	Required if you have Hired Employees.

10. Holder must cease operating should liability insurance be cancelled or suspended for any reason.

11. Accidents involving personal injury, substantial aircraft damage, or threatening incidents involving wildlife must be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, “substantial damage” means damage or failure, which adversely affects the structural strength, performance, or flight characteristics of the aircraft or any damage in excess of \$1,000.

12. It is the Holder's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.

13. The Holder agrees to provide clients with National Park Service information, prior to the client's arrival to the park unit. The information will include park rules and regulations, basic safety rules, safe behavior in bear country and minimum impact camping and wilderness use guidelines.

14. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein.

15. All powered boats (including non-powered boats with auxiliary power units) used on any water of the state must be registered through the Alaska Department of Motor Vehicles (DMV). This includes all rivers, streams, and lakes regardless of size and all salt water within 3 miles of land.

16. Life jackets of the appropriate size must be available for all passengers, including adults and children engaged in any boating activity.

17. The use of personal watercraft (including airboats) is prohibited for commercial purposes in the National Park Units.

18. Personal Watercraft refers to a vessel, usually less than 16 feet in length which uses an inboard, internal combustion engine powering a water jet pump as its primary source of propulsion. The vessel is intended to be operated by a person or persons sitting, standing or kneeling on the vessel, rather than within the confines of the hull. Brand names include, but are not limited to, Jet Ski, Sea-Doo, Waterrunner, Wet Jet and Surf Jet. Airboat means a vessel that is supported by the buoyancy of its hull and powered by a propeller or fan above the waterline.

19. REQUIREMENTS FOR THE SECOND YEAR OF A 2 YEAR AUTHORIZATION:

- Provide the NPS with proof of current insurance.
- Be current on all fees.
- Be in compliance with all past-year reporting requirements
- Provide an updated list of guides, drivers or pilots that you employ.
- Commercial Tour Operators must provide a copy of their Itinerary to the NPS prior to beginning operations in the park.
- Meet all State, Federal and other agency requirements relating to your operation such as FAA Operating Certificates, Big Game Transporting License, Registration of Watercraft, and/or Alaska Business License.
- Denali Mountaineering Guides: If you have changes in your Standard Operating Plan, those changes/updates must be provided to the NPS before starting your trips.
- Lake Clark, Katmai, Aniakchak, Alagnak Holders must attend any one of the Annual Business Partner meetings PRIOR to beginning operations in 2006 and 2007. Failure to attend a meeting will result in suspension of the authorization.

- Western Arctic National Parklands Holders (WEAR)
(Bering Land Bridge National Preserve, Kobuk Valley National Park, Noatak National Preserve, Cape Krusenstern National Monument)

Big Game Transporters and all Incidental Big Game Transport Service providers in the Western Arctic National Parklands (Noatak National Preserve and Bering Land Bridge National Preserve) must attend an informational meeting prior to start up operations every year. The informational meeting will be offered by Western Arctic National Parklands staff and made available in Kotzebue, Alaska. A list of meeting dates and locations will be mailed to all operators that provide big game transport services (including incidental services) at the beginning of each year. Failure to attend a meeting will result in suspension of the authorization.